

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

DAVID A. RAMEY

Plaintiff,

v.

Case No.: 3:20-cv-00013

VEDA ODLE, METROPOLITAN  
LIFE INSURANCE COMPANY,  
OFFICE OF FEDERAL EMPLOYEES'  
GROUP LIFE INSURANCE; and  
U.S. OFFICE OF PERSONNEL MANAGEMENT,

Defendant.

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FINDINGS OF THE COURT AND ORDER OF DISMISSAL

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This lawsuit involves claims by Plaintiff, David Ramey, and Defendant, Veda Odle to life insurance proceeds on the life of Shelton D. Ramey, deceased, the father of David Ramey. Shelton D. Ramey was insured under the Federal Employees Group Life Insurance (FEGLI) Program and MetLife/OFEGLI, which administers claims under the Program, paid the full FEGLI benefit, plus interest to both Plaintiff, Ramey, in the amount of \$80,785.42 and to Defendant, Odle, in the amount of \$80,962.09. In response to Ramey's lawsuit, MetLife/OFEGLI filed counter and cross-claims seeking repayment from whichever party was not due the benefits. The United States Office of Personnel Management (OPM) was dismissed from the case.

Due to the opposing positions as to who was legally entitled to the insurance proceeds, a mediation conference was conducted by Magistrate Judge Susan K. Lee with all parties and their attorneys on July 15, 2021. As a result of the conference a mediated agreement ("Agreement")

was entered into by all parties who affixed their individual signatures (MetLife/OFEGLI's consent to the agreement was signed by their counsel) agreeing to the terms of the resolution. Both Plaintiff Ramey and Defendant Odle agreed that each had received proceeds from MetLife and that one of them was not entitled to the proceeds. As a result of the settlement, Odle agreed to pay MetLife \$40,000 within fourteen days after the execution of the Agreement. Plaintiff Ramey agreed to pay to MetLife \$10,750 within fourteen days after execution of the Agreement. In addition, MetLife was to have a judgment against Plaintiff Ramey in the amount of \$29,250.00.

The parties also agreed that the Agreement would be confidential to the extent that neither party would post any disparaging comments against the Agreement, the lawsuit or any party. MetLife would further provide to Plaintiff, Ramey and Odle a release upon those individuals paying the amounts agreed to in the Agreement and in turn Ramey and Odle agreed to release all claims against MetLife, FEGLI and OPM as to FEGLI benefits which were the subject of the lawsuit. The Plaintiff, Ramey, the Defendant Odle, their attorneys, as well as counsel for MetLife each affixed their signatures to the Agreement.

Upon review of the Agreement and other documents submitted by the parties, the Court finds as follows:

1. Plaintiff, Ramey, shall pay to MetLife the sum of \$10,750, if not already paid beforehand, within 30 days of the entry of this Order;
2. Defendant, Odle, shall pay to MetLife the sum of \$40,000, if not already paid beforehand, within 30 days of the entry of this Order;
3. A Judgment shall be entered against the Plaintiff, Ramey, in the amount of \$29,250.00 in favor of MetLife;

4. The parties shall bear their own respective costs and fees;
5. Mutual releases would be exchanged between the parties based upon Plaintiff, Ramey's and Defendant Odle's payment of the sums agreed to in the Agreement.

Based upon the Agreement and terms set forth therein, this lawsuit including all claims, counterclaims and cross-claims by and between the parties is hereby DISMISSED with prejudice.

The Clerk of Court is directed to prepare and enter Judgement in accordance with the findings in this Order.

It is so **ORDERED**, this the 24th day of January 2022.

**s/ J. DANIEL BREEN**  
J. DANIEL BREEN  
UNITED STATES DISTRICT JUDGE